

DATED 8 December

2011

(1) IAN FRANCIS LENAGAN

and

(2) WORKPLACE GROUP LIMITED

AGREEMENT
for the sale and purchase
of 500 Ordinary Shares in WorkPlace Systems plc

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

T +44(020) 7367 3000
F +44(020) 7367 2000

Ref: SUKK/JPG/OX4055.01164

THIS AGREEMENT is made the 8 day of December 2011

BETWEEN:

- (1) IAN FRANCIS LENAGAN of [REDACTED]
(the "Seller"); and
- (2) WORKPLACE GROUP LIMITED (registered in England with number 2561567)
whose registered office is at Precedent Drive, Rooksley, Milton Keynes,
Buckinghamshire MK13 8PP (the "Purchaser").

RECITALS

- (A) The Seller is the owner of the Shares.
- (B) The Seller has agreed to sell the Shares to the Purchaser and the Purchaser has agreed to purchase the Shares on and subject to the terms and conditions of this Agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement:

"Agreement" means (subject to sub-clause 5.1) this Agreement, including the Schedules;

"Company" means WorkPlace Systems plc (registered in England with number 2016236) whose registered office is at Precedent Drive, Rooksley, Milton Keynes, Buckinghamshire MK13 8PP;

"Completion" means completion of the sale and purchase of the Shares in accordance with clause 3.1;

"Consideration" means the amount of £1;

"Encumbrance" means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

"Parties" means the Purchaser and the Seller (and "Party" shall be construed accordingly); and

"Shares" means the 500 ordinary shares of £1.00 each in the capital of the Company.

1.2 The table of contents and headings and sub-headings are for convenience only and shall not affect the construction of this Agreement.

1.3 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, references to any gender shall include all other genders and references to any person (which shall be deemed to include the person's successor) shall include bodies corporate (wherever incorporated), unincorporated associations, partnerships and statutory bodies as well as any legal or natural person.

1.4 References to Recitals, Schedules, clauses and sub-clauses are to (respectively) recitals to, schedules to, and clauses and sub-clauses of, this Agreement and references within a Schedule to paragraphs are to paragraphs of that Schedule. References to this Agreement include a reference to each of the Schedules.

1.5 References in this Agreement to any statute, statutory provision, directive of the Council of the European Union or other legislation include a reference to that statute, statutory provision, directive or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive or legislation.

1.6 Except to the extent the Agreement provides otherwise, terms defined in the Companies Act 2006 shall be read as if defined in that way in this Agreement, but where any such definition uses terms defined in that Act whose meaning has been extended or modified in this Agreement it shall be read as if those terms were defined as they are in this Agreement.

2. Sale and purchase

2.1 Subject to the terms of this Agreement, the Seller shall sell the Shares to the Purchaser, together with all benefits and rights attaching to them as at the date of this Agreement; and the Purchaser shall purchase the Shares accordingly.

2.2 The Purchaser shall be entitled to receive all dividends and distributions (whether of income or capital) declared, paid or made by the Company on or after the date of this Agreement.

2.3 The Seller covenants that:

2.3.1 the Shares are fully paid;

2.3.2 he has the right to transfer the legal and beneficial title to the Shares; and

2.3.3 the Shares are free from all Encumbrances.

2.4 The Seller waives all rights of pre-emption or similar rights over the Shares conferred on them either by the articles of association of the Company or in any other way.

3. Completion

3.1 Completion shall take place at the offices of the Purchaser's solicitors immediately after execution of this Agreement. At Completion, the Parties shall perform their respective Completion obligations set out in Schedule 1 (Completion Obligations).

3.2 Notwithstanding Completion:

3.2.1 each provision of this Agreement (and any other document referred to in it) not performed at or before Completion but which remains capable of performance; and

3.2.2 all covenants and other undertakings contained in or entered into pursuant to this Agreement,

will remain in full force and effect and (except as otherwise expressly provided) without limit in time.

- 3.3 The Seller declares that so long as he (or each of his nominee(s), if any) shall remain the registered holder of the Shares, he will:
- 3.3.1 hold the Shares and all dividends and other distributions in respect of them, and all other rights arising out of or in connection with them, in trust for the Purchaser and its successors in title; and
 - 3.3.2 at all times deal with and dispose of the Shares, and all such dividends, distributions and rights attaching to them, as the Purchaser or any such successor may direct.
- 3.4 Conditional upon (and with effect from) Completion, the Seller appoints any director of the Purchaser as his lawful attorney, with full power, in relation to the Shares to exercise from Completion until registration of the Shares into the name of the Purchaser or its nominee all rights which are capable of exercise by him in the capacity of registered holder of the Shares including but not limited to receiving notice of, attending and voting (as such attorney shall think fit) at any general meeting of the shareholders of the Company and completing (in such manner as such attorney shall think fit) and returning proxy cards, consents to short notice and any other documents required to be signed by a registered holder of the Shares.

4. Further assurance

The Seller shall, from time to time on being required to do so by the Purchaser, promptly and at the cost and expense of the Seller do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the Purchaser as the Purchaser may reasonably consider necessary for giving full effect to this Agreement and securing to the Purchaser the full benefit of the rights, powers and remedies conferred upon the Purchaser in this Agreement.

5. Entire agreement

- 5.1 This Agreement and any other documents required to be delivered or entered into at Completion under the terms of Schedule 1 constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. Except in the case of fraud, all previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the Parties or any of them with any bearing on the subject matter of this Agreement are superseded and extinguished; and all rights and liabilities arising by reason of any such thing, whether accrued or not at the date of this Agreement, as a matter of common law, statute, custom or otherwise (including actions brought in negligence) are cancelled and excluded to the extent that they have such a bearing, and each of the Parties acknowledges, after due and careful consideration, that in entering into this Agreement it is not relying on any warranties, representations, covenants, undertakings, indemnities, promises, forecasts or other statements whatsoever, whether written or oral (and whether implied or otherwise) not expressly set out in this Agreement.
- 5.2 The rights, powers and remedies provided in this Agreement or expressly referred to in it are independent and cumulative and do not exclude any rights, powers or remedies (express or implied) which are available as a matter of common law, statute, custom or otherwise.

5.3 No delay or omission by any Party in exercising any right, power, privilege or remedy hereunder shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof and no single or partial exercise or non-exercise of any right, power, privilege or remedy shall in any circumstances preclude any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

5.4 No variation to this Agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.

5.5 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

6. Counterparts

This Agreement may be executed in counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original of this Agreement but both the counterparts shall together constitute one and the same agreement.

7. Governing law and jurisdiction

This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the Parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement or its subject matter.

AS WITNESS the Parties or their duly authorised representatives have executed this document as a deed and have delivered it on the date first appearing at the head of this Deed.

Schedule 1

Completion Obligations

1. Seller's Completion obligations

The Seller will be obliged to deliver to the Purchaser (or otherwise make available to the satisfaction of the Purchaser):

- (a) transfer of the Shares duly executed by the Seller in favour of the Purchaser or its nominee(s) together with the relevant share certificate in the names of the Seller; and
- (b) such waivers, consents or other documents (including any power of attorney under which any document required to be delivered under this Schedule has been executed) in the agreed form as are required to enable the Purchaser and its nominee(s) to be registered as the holder(s) of the Shares;

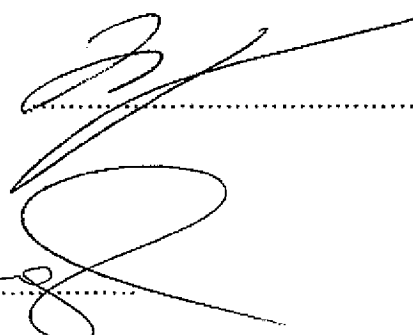
2. Purchaser's Completion obligations

The Purchaser's obligation (which is subject to the Seller complying with its obligations under paragraph 1) is to pay the Consideration to the Seller.

Executed as a deed by)

IAN FRANCIS LENAGAN)

in the presence of:)



Signature of witness: C. J. Colclough

Name: Christopher John Colclough

Address: Senior Associate

..... SNR Denton UK LLP

..... The Pinnacle

..... 170 Midsummer Boulevard

..... Milton Keynes

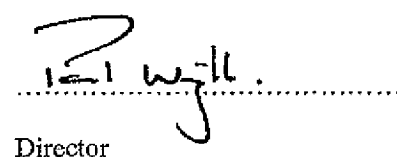
Occupation: MK9 1FE

Executed as a deed by)

WORKPLACE GROUP LIMITED)

on being signed by:)

.. PAUL WRIGHT)



Director

in the presence of:)

Signature of witness: R. HANMON BALINER

Name: R. HANMON BALINER

Address: 160 ALDERGATE ST

..... ELIA LLP

Occupation: SOLICITOR